

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (hereafter, the "Agreement") is made by and between Plaintiff, TRESHON BROUGHTON, an individual ("Broughton" or "Releasor"), on the one hand, and Defendants, CITY OF PULLMAN (including the Pullman City Police Department), SHANE EMERSON, an individual, and ALEX GORDON, an individual, (hereafter the "Defendants" or "Releasees"), on the other hand. Releasor and the Releasees are jointly referred to herein as the "Parties." The effective date of this Agreement is June 18, 2019.

RECITALS

A. In October 2018, Releasor commenced a lawsuit against the Releasees in the United States District Court, Eastern Washington District, under Cause No. 2:18-CV-00340-SMJ (hereinafter referred to as the "Lawsuit"). Releasor asserted claims for damages resulting from his arrest on or about February 18, 2017, and criminal charges thereafter being filed against him. The Defendants deny the validity of Releasor's claims.

B. Releasor and the Releasees have agreed to compromise, discharge, settle, and release all claims raised by Releasor against the Releasees, known or unknown, arising out of the incidents alleged in the lawsuit filed by Releasor.

C. The City of Pullman is defined for purposes of this Agreement to refer to and include not only the corporate entity "City of Pullman," but also all of its current and former departments, officers, City council members, administrators, agents, attorneys, accountants, insurers, representatives, employees, successors, predecessors, subsidiaries, affiliates, and assigns – which includes but is not limited to the Pullman City Police Department and all personnel thereof. All such individuals and related entities are expressly and specifically covered by this Agreement and Releasor's release of all claims.

NOW, THEREFORE, Releasor and the Releasees agree as follows:

A G R E E M E N T

The Lawsuit and all other claims, known and unknown, by Releasor against the Releasees shall be compromised, discharged, settled and forever released as follows:

1. **Incorporation of Recitals.** The Parties incorporate the above recitals as part of this Agreement as if fully restated herein.
2. **Consideration and Performance Obligations.** The City will pay Releasor a settlement payment of the total sum of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00), consisting of the following payment: a check in the amount of \$150,000.00 paid to the James Grow Trust Account, and pay for the costs of the June 18, 2019 mediation. The check shall be delivered to Releasor's attorney, James Grow, within one month after all parties execute this Agreement. The Parties acknowledge that Releasor claims to have suffered physical injuries from the alleged events of February 18, 2017, and that the settlement proceeds herein are to compensate Releasor for alleged physical injuries. Releasor shall be solely responsible for any tax liability triggered by the settlement payment. The Releasees make no representation as to any tax consequences, and the parties agree that the Releasees shall have no obligation to indemnify Releasor for any tax consequences.
3. **Confidentiality.** In consideration of this Agreement and the provisions set forth herein, including the settlement payment set forth in Paragraph 2, Releasor agrees neither he nor his counsel will publish or otherwise make known the amount, terms or conditions of this Agreement. If Releasor or his counsel is contacted concerning the outcome of this litigation, they will state only that the matter was "resolved" and nothing more. Disclosure of the terms of this Agreement may be made to Releasor's accountant, lender institutions, or any other person if required by law or valid court order. Releasor understands that the City of Pullman is a public entity and, if a request is made to the City of Pullman concerning this matter, that the City of Pullman may be required to disclose the Agreement under the Washington Public Records Act.
4. **Releasor's Release of All Claims.** In consideration of this Agreement and the provisions set forth herein, including the settlement payment set forth in Paragraph 2, Releasor,

both individually and for his heirs, personal representatives, beneficiaries, successors and assigns, hereby release, remise, acquit and forever discharge Releasees, current and former officers, council members, administrators, agents, attorneys, accountants, insurers, representatives, employees, successors, predecessors, subsidiaries, affiliates, and assigns, from any and all past, present and future claims, demands, actions, causes of actions, suits, damages, losses and expenses, known or unknown, fixed or contingent, which could be asserted by the Releasor against any one of the Releasees with respect to any matter of any kind or nature whatsoever which arose, occurred or accrued prior to the effective date of this Agreement, whether presently known or unknown, including any claim for emotional distress. Releasor expressly and knowingly waives and releases any and all such claims, known or unknown, against the Releasees.

This release of all claims is to include, and be interpreted to include, the broadest possible release of claims by Releasor against the Releasees.

The Releasees hereby advise Releasor to consult with an attorney prior to signing this Agreement.

5. **Hold Harmless and Indemnification.** Releasor acknowledges that all subrogation and lien claims arising out of contract or under state or federal law are the sole separate and individual obligation of Releasor which Releasor agrees to pay or otherwise resolve. Releasor agrees to defend, indemnify and hold harmless the Releasees, and their attorneys, agents and assigns, from and against all such lien and subrogation claims, including all costs and attorney's fees included in the defense of such claims. The Releasees retain the right to monitor the defense of any such claim or action. Releasor further agrees to defend and indemnify the Releasees against and for any claim asserted by any other person who claims to have an interest in the claims and injuries described in this Agreement. Releasor specifically warrants that no other person or entity has or has had any interest in the claims or causes of action referred to in this Agreement. Releasor further warrants that he has the sole right and exclusive authority to execute this Agreement and receive the sum specified in it.

6. **Compromise of Disputed Claims.** This Agreement is designed strictly and solely for the purpose of compromising disputed claims and avoiding the expenses and risks of litigation. It is not, and shall not be construed or characterized as an admission of any liability or wrongdoing on the part of any one of the Releasees.

7. **Voluntary Settlement.** By entering into this Agreement, Releasor and the Releasees respectively represent that they have relied on the advice of their attorneys and that the terms of this Agreement have been completely read and explained to them by their attorneys and that those terms are fully understood by each of the parties.

8. **Mutual Drafters.** Releasor and the Releasees further acknowledge that, while the Releasees submitted the first draft of this Agreement, all parties equally and mutually negotiated, recommended, and set forth the terms of this Agreement, and that neither Releasor nor the Releasees shall be considered the "Drafter" of this document for purposes of interpreting ambiguities against the drafter for contract construction.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior representations, negotiations, memoranda, and agreements, if any. This Agreement may not be amended, altered, or modified except by written instrument executed by Releasor and the Releasees. No waiver of any provision hereof shall be binding or enforceable unless in writing and executed by Releasor and the Releasees granting such waiver.

10. **Validity of Agreement and Savings Provision.** Should any provision of this Agreement prove to be invalid or unenforceable, such shall not vitiate any or all other provisions set forth herein, nor shall it render the entire Agreement and Release null and void. Moreover, any such offending provision shall be modified to the extent necessary for the provision to be legally enforceable to the fullest extent permitted by applicable law.

11. **Dismissal with Prejudice of the Lawsuit.** Upon performance of the obligations and requirements of Paragraph 1 above, Releasor and the Releasees shall at the same time cause

the Lawsuit to be dismissed by entry of a Stipulated Order of Dismissal with Prejudice and without costs and attorneys' fees awarded to any party.

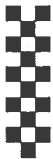
12. **Execution of Documents.** Each of the Parties agrees to execute all documents necessary to implement the provisions of this Agreement.

13. **Venue and Governing Law.** This Agreement is made in accordance with and shall be interpreted and governed by the laws of the State of Washington. If any action or other proceeding shall be brought on or in connection with this Agreement, the venue of such action shall be in Whitman County, Washington, in state court.

14. **Successors.** The rights and obligations of the Parties under this Agreement shall inure to the benefit of, and be binding upon, the Parties' heirs, personal representatives, successors and assigns.

15. **Counterparts.** This Agreement may be executed in multiple counterparts, and the counterparts, when signed and attached to each other, shall have the same force and effect as though all parties had executed one document. Photocopies or facsimile copies of executed copies of this Agreement and Release may be treated as an original.

16. **Consultation with Counsel.** Releasor certifies that he has carefully read this Agreement; that Releasor understands the contents of this Agreement; that in executing this Agreement, Releasor has not relied on the advice, opinions, or statements of any of the Releasees or the City of Pullman's council members, agents, employees, or attorneys; and that Releasor signed this Agreement of Releasor's own free will and accord. The Releasor further acknowledges and understands that this Agreement will affect the Releasor's legal rights and that the Releasor has been advised by the Releasees that he is entitled to have this Agreement reviewed by an attorney of the Releasor's selection prior to signing, and, as evidenced by the Releasor's signatures below, the Releasor has sought such legal counsel or have deemed none necessary.



**PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF ALL
KNOWN AND UNKNOWN CLAIMS BY RELEASOR AGAINST THE RELEASEES.**


TRESHON BROUGHTON, Releasor


JAMES GROW, Releasor's Attorney


JON HALL, Releasor's Attorney

CITY OF PULLMAN / PULLMAN POLICE DEPARTMENT

By: 

Its: 
MAYOR

Releasee


ALEX GORDON, Releasee


SHANE EMERSON, Releasee

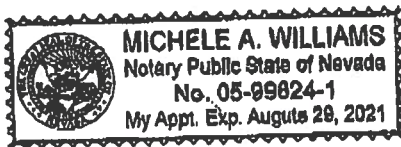
STATE OF NEVADA)

County of Clark)

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On this 27 day of June, 2019, before me personally appeared TRESHON BROUGHTON, known to me to be the individual described in and who executed the foregoing SETTLEMENT AGREEMENT AND RELEASE and acknowledge that she signed and sealed the same as ^{his} her own free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



(Seal or Stamp)

Michele A. Williams
Notary Public (Signature)
Michele A. Williams
(Printed Name)

My appointment expires: 8/29/19

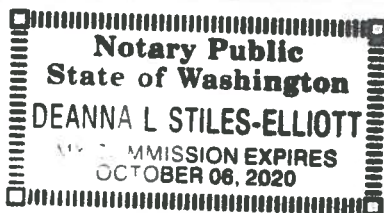
STATE OF WASHINGTON)

County of Whitman)

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On this 11th day of July, 2019, before me personally appeared Glenn A. Johnson, known to me to be the Mayor of THE CITY OF PULLMAN, the corporation that executed the foregoing SETTLEMENT AGREEMENT AND RELEASE and acknowledged the said instrument to be the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument on behalf of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



(Seal or Stamp)

Deanna L. Stiles-Elliott
Notary Public (Signature)
DEANNA L. STILES-ELLIOTT
(Printed Name)

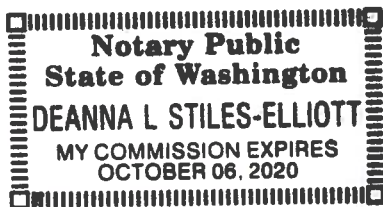
My appointment expires: 10/06/2020

01339204 6/25/19 6-24-19

STATE OF WASHINGTON)
) :ss
County of Whitman)

On this 18th ^{July} day of June, 2019, before me personally appeared ALEX GORDON, known to me to be the individual described in and who executed the foregoing SETTLEMENT AGREEMENT AND RELEASE and acknowledge that she signed and sealed the same as her own free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



(Seal or Stamp)

Deanna L. Stiles-Elliott
Notary Public (Signature)

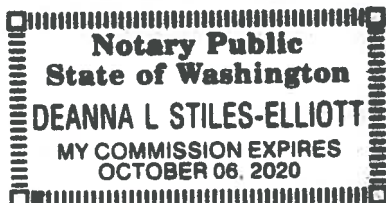
DEANNA L. STILES-ELLIOTT
(Printed Name)

My appointment expires: 10/06/2020

STATE OF WASHINGTON)
) :ss
County of Whitman)

On this 18th ^{July} day of June, 2019, before me personally appeared SHANE EMERSON, known to me to be the individual described in and who executed the foregoing SETTLEMENT AGREEMENT AND RELEASE and acknowledge that she signed and sealed the same as her own free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



(Seal or Stamp)

Deanna L. Stiles-Elliott
Notary Public (Signature)

DEANNA L. STILES-ELLIOTT
(Printed Name)

My appointment expires: 10/06/2020

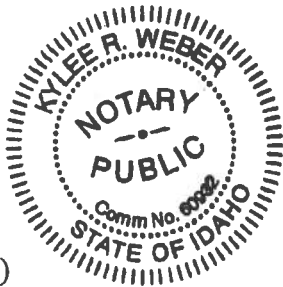
STATE OF IDAHO)

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County of Nez Perce)

On this 27th day of June, 2019, before me personally appeared JAMES GROW, known to me to be the individual described in and who executed the foregoing SETTLEMENT AGREEMENT AND RELEASE and acknowledge that she signed and sealed the same as her own free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



(Seal or Stamp)

Kylee R. Weber
Notary Public (Signature)

Kylee R. Weber
(Printed Name)

My appointment expires: 01-15-25

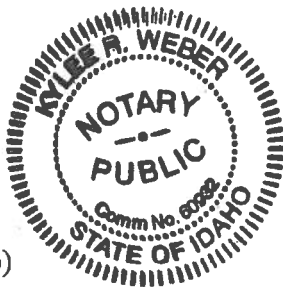
STATE OF IDAHO)

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County of Nez Perce)

On this 27th day of June, 2019, before me personally appeared JON HALLY, known to me to be the individual described in and who executed the foregoing SETTLEMENT AGREEMENT AND RELEASE and acknowledge that she signed and sealed the same as her own free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



(Seal or Stamp)

Kylee R. Weber
Notary Public (Signature)

Kylee R. Weber
(Printed Name)

My appointment expires: 01-15-25